

REMARKS

Claims 1-13, 15-17, 19-21, and 23 are pending. Claims 14, 18, 22, and 24-26 have been cancelled. New claims 27-36 have been added.

In the Office Action dated September 26, 2008, claims 1-18 were rejected under 35 U.S.C. § 101; claims 1-7, 9-16, and 19-26 were rejected under 35 U.S.C. § 103(a) as unpatentable over Soderland, "Learning Information Extraction Rules for Semi-Structured and Free Text" ("Soderland '99") in view of U.S. Patent Application Publication No. 2002/0165726 (Grundfest); claim 8 was rejected under 35 U.S.C. § 103(a) as unpatentable over Soderland '99 in view of Grundfest, and further in view of U.S. Patent No. 6,859,909 (Lerner); and claims 17 and 18 were rejected under 35 U.S.C. § 103(a) as unpatentable over Soderland '99 in view of Grundfest, and further in view of U.S. Patent Application Publication No. 2002/0184401 (Kadel).

REJECTION UNDER 35 U.S.C. § 101

The rejection of claim 1 stated that the method of claim 1 should be tied to a statutory class, such as a particular apparatus. 9/26/2008 Office Action at 2. Applicant has done so by specifying the method according to claim 1 is executed by a processor.

Therefore, claim 1 is directed to statutory subject matter.

Independent claim 11 has been amended to recite a processor and that the learning module and extractor of claim 11 are executable on the processor.

Therefore, claim 11 is also directed to statutory subject matter.

Withdrawal of the § 101 rejection is therefore respectfully requested.

REJECTION UNDER 35 U.S.C. § 103(a)

It is respectfully submitted that claim 1 is non-obvious over Soderland in view of Grundfest. The hypothetical combination of Soderland and Grundfest does not teach or hint at receiving a definition of plural structural components within a contract being analyzed, and determining at least one language pattern indicative of a contract attribute from text of a plurality of sample contracts, where the at least one language pattern corresponds to **a particular one of the plural structural components specified by the definition**. Moreover, the hypothetical

combination of Soderland and Grundfest does not disclose or hint at determining whether the language pattern is present in **the particular structural component of the** contract being analyzed.

Soderland refers to a WHISK rule representation technique for forming regular expression patterns from input text. *See* Soderland, § 2.1. However, there is absolutely no teaching or hint given in Soderland of receiving a definition of plural structural components within a contract being analyzed, and determining at least one language pattern from text of a plurality of sample contracts that corresponds to a particular one of the plural structural components specified by the definition.

Grundfest refers to a technique of storing a master transactions agreement and other contracts in a database (Grundfest, ¶ [0019]) such that an intelligent search can be performed to extract relevant data from the contracts (Grundfest, ¶ [0036]). However, there is absolutely no hint given in Grundfest of the definition of plural structural components of a contract, or of determining a language pattern from text of a plurality of sample contracts that corresponds to a particular one of the plural structural components specified by the definition.

Therefore, since the hypothetical combination of Soderland and Grundfest would not have led to the claimed subject matter, it is respectfully submitted that claim 1 is non-obvious over the cited references.

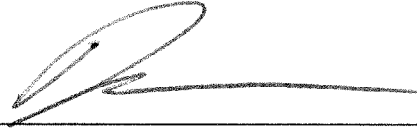
Independent claims 11 and 19 are similarly allowable over Soderland and Grundfest.

Dependent claims, including newly added dependent claims 27-36, are allowable for at least the same reasons as corresponding independent claims. Moreover, in view of the allowability of base claims, it is respectfully submitted that the obviousness rejections of dependent claims have been overcome.

Allowance of all claims is respectfully requested. The Commissioner is authorized to charge any additional fees and/or credit any overpayment to Deposit Account No. 08-2025 (200310995-1).

Respectfully submitted,

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